

**VOLUNTARY CLEANUP CONTRACT
18-5905-RP**

**IN THE MATTER OF
LANCASTER SYNTHESIS, INC. SITE, RICHLAND COUNTY
and
CLARIANT CORPORATION**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Clariant Corporation, pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (SCHWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the former Lancaster Synthesis, Inc. Site ("Site"). The Clariant Corporation property is located in the 1350 block of Mullis Road, Blythewood, South Carolina ("Property"). The entrance to the Property is located at 257 Hiram Allen Road, Blythewood, SC. The Property includes approximately 9.72 acres and is bounded generally by Mullis Road on the west; woodlands and Hiram Allen Road on the north; woodlands beyond which are rural residential properties and Rushing Road on the south; and woodlands and rural residential properties beyond which Glover Wilson Road is on the east. The Property is identified by the County of Richland as Tax Map Serial Number 20800-02-10. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the SCHWMA, and in regulations promulgated under these statutes.

- A. "Clariant" shall mean Clariant Corporation. Clariant Corporation is a New York corporation with its North American headquarters located at 4000 Monroe Road, Charlotte, North Carolina.
- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. §§ 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership,

prospective ownership, or possessory or contractual interest of Clariant.

- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Property Ownership
 - I. Clariant Corporation 6/27/2007 – Present
 - II. Clariant Life Science Molecules 9/21/2004 – 6/27/2007
(America) Inc
 - III. MTM Research Chemicals, Inc. 3/22/1988 – 9/21/2004
 - IV. Chemtec Industries, Inc 10/7/1985 – 3/22/1988
 - V. Hiram S. Allen, III Family Trust unknown – 10/7/1985
- B. The facility began operations as Fairfield Chemical Company which was founded around 1968 by Hiram S. Allen, III. Fairfield Chemical

Company manufactured organic intermediate chemicals primarily for the pharmaceutical industry research and development market. In 1988, the company facilities and assets were acquired by Chemtech Industries, Inc. of St. Louis, Missouri.

- C. The buildings were demolished and removed from the site in 1998 and the site is currently vacant.
- D. The land surrounding the site is primarily residential, undeveloped wooded, or cleared land. A receptor survey identified 48 properties, which potentially contain water supply wells within a 1,500 ft. radius of the property. The closest active water supply wells are situated approximately 800 ft. northwest to west-southwest of the former site operations area. Municipal water is not available in the area.
- E. Eight of the closest water supply wells are sampled annually each year as part of the semi-annual groundwater sampling, and two of the water supply wells are sampled quarterly due to previous low-level detections of Volatile Organic Compounds constituents.
- F. Various site assessments have been conducted to define the chemicals of concern in soil and groundwater. See Appendix B.
- G. Remedial activities have been conducted at the site to remove potential source areas and to address impacted soil and groundwater at the site. Historical remedial actions included drum and soil removal, operation of a small soil vapor extraction system, and operation of a groundwater remediation system. The previous remedial actions were effective in addressing source area soil impacts but did not result in significant groundwater remediation.
- H. Two pilot test areas were initiated in 2007 to evaluate the applicability of an enhanced bioremediation groundwater remedy.
- I. Between November 2008 and June 2009, a full-scale source area injection was implemented in the vicinity of pilot test area A. Post-injection groundwater monitoring began in 2009.

- J. Beginning in 2013, additional site assessments have been conducted to further evaluate the groundwater plume and potential residual source areas.
- K. As of January 1, 2018, the Department has incurred approximately nineteen thousand three hundred thirty-nine dollars and twenty-seven cents (\$19,339.27) in Past Costs at the Site. The Department is aware that additional costs have been incurred and that this figure is based on information available to the Department and reserves its right to amend, change, and/or update this Past Costs figure.

RESPONSE ACTIONS

3. Clariant agrees to submit to the Department for review and written approval within ninety (90) days of the execution date of this Contract a Pilot Study Work Plan and a Private Supply Well Monitoring and Contingency Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plans shall be implemented upon written approval from the Department. The Work Plans shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory(ies) certified by the Department, and Clariant's contact person for matters relating to this Contract. Clariant will notify the Department in writing of changes in the contractor or laboratory(ies). The Department will review the Work Plans and will notify Clariant in writing of any deficiencies in the Work Plans, and Clariant will respond in writing to the Department's comments within thirty (30) days, unless an alternate schedule is agreed upon between Clariant and the Department. The Work Plans and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Submit to the Department a Pilot Study Work Plan to address contamination at former source areas. If necessary, additional investigation activities to implement the pilot study should be included in the Pilot Study Work Plan.

- B. Submit to the Department a Private Supply Well Monitoring and Contingency Work Plan for the protection of private drinking water wells near the Site. The plan should include the "trigger" concentration of each of the chemicals of concern identified that would require activation of the contingency plan.
 - C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.
4. Clariant shall prepare and submit under separate cover from the Work Plans, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Clariant.
5. Clariant shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Clariant pursuant to this Contract.
6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter for a period of one (1) year, Clariant shall submit to the Department a written progress report that should include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them. After one (1) year,

Clariant may request that the Department approve termination of or an alternate schedule for submittal of progress reports.

7. All correspondence by either party to the other shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, (D) hand delivery to the other party at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Jan Trent
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
trentjc@dhec.sc.gov

Clariant: Gil Insley
Environmental Manager
Clariant Corporation
4000 Monroe Road
Charlotte NC 28205
Gil.Insley@clariant.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract by Clariant, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Clariant will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. The Department shall provide to Clariant documentation of the past reasonable response costs incurred by the Department through January 1, 2018 ("Past Costs") relating to the Site, in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Clariant shall, within thirty (30) days of the receipt of such sufficient documentation, pay to the Department by certified or cashier's check the sum of such reasonable Past Costs (currently estimated at nineteen thousand three hundred thirty-nine dollars and twenty-seven cents (\$19,339.27)). Clariant's payment for Past Costs should be submitted to:

The Department: Linda Jackson
South Carolina Department of Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, SC 29201

In accordance with §§ 44-56-200 and 44-56-740, Clariant shall, on a quarterly basis, reimburse the Department for reasonable Oversight Costs of activities required under this Contract occurring after January 1, 2018. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Clariant: Gil Insley
Environmental Manager
Clariant Corporation
4000 Monroe Road
Charlotte NC 28205

All of Clariant's payments should reference the Contract number on Page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Clariant and/or subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property. If Clariant and/or subsequent owners are unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Clariant.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Clariant has completed the actions required under this Contract, Clariant shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Clariant and witnessed, signed, and sealed by a notary public. Clariant shall record this restrictive covenant with the Register of Deeds in Richland County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive

covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Clariant or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Clariant or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Clariant, its signatories, parents, subsidiaries, successors, and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Clariant may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the Department's execution of this Contract, and shall commence upon publication of the notice of this proposed Contract in the *South Carolina State Register*.

13. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor, or assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Clariant for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, Clariant shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Clariant has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. §§ 44-56-740(A)(5) and (B)(1), will give Clariant a Certificate of Completion that provides a covenant not to sue to Clariant, its signatories, parents, subsidiaries, successors, and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Clariant successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, Clariant, its signatories, parents, subsidiaries, successors, and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Clariant and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Clariant elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Clariant, its parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Clariant's or its parents', subsidiaries', successors', and assigns' business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this Contract;
or
- G. Failure by Clariant to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of this Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and

void. Termination of this Contract by Clariant or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY: _____
Donald L. Siron, P.G., Assistant Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE: _____

Reviewed by Office of General Counsel

DATE: _____

CLARIANT CORPORATION


Michael A. Teague
Signature

DATE: 19 July 2018

MICHAEL A. TEAGUE, HEAD OF DSRA, NORAM
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Richland

Tax Map Serial Number 20800-02-10

EXHIBIT "A"

The real property is legally described as follows:

All that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being located approximately 4 miles northeast of Blythewood, the County of Richland, State of South Carolina, being shown as Tracts I & H containing 9.72 acres total as shown on a plat prepared for Chemtech Industries, Inc. by James L. Polson, RLS, dated March 14, 1988, and recorded in the Office of the R.M.C. for Richland County in Plat Book 52, at page 699, and having the following boundaries and measurements as shown on said plat, to-wit: on the North by property n/f Hiram S. Allen, Jr. whereon it measures for a total distance of 1,218.09 feet; on the East by property n/f Hiram S. Allen, Jr. whereon it measures 347.28 feet; on the South by property n/f Mullis whereon it measures for a total distance of 1,207.18 feet; and, on the West by S.C. Road S-40-396 (Mullis Road), whereon it measures 351.34 feet.

Tax Map Number: 20800-02-10

Derivation: D979 Page 1908

APPENDIX B

DHEC Approved Date	[Clariant]'s Investigative and Environmental Reports*
	Exploratory Investigations, November 1995
	EM Survey and Soil Sampling, August 1997
	Building Demolition and Exploratory Excavations (November 1998)
	Semiannual Groundwater Monitoring 2003, July 2003
	Soil and Ground Water Assessment Report, October 2004
	Additional Ground Water Assessment, June 29, 2006
January 3, 2007	Remedial Action Plan, November 28, 2006
April 28, 2008	EOS Bioremediation Pilot Study, January 22, 2008
July 2, 2008	Semi-Annual Ground Water Monitoring, Well Installation, and Bioaugmentation Report, June 27, 2008
October 24, 2008	Full-Scale Source Area Remedial Action Work Plan, October 2, 2008
	Semi-Annual Ground Water Monitoring and Well Installation Report, December 22, 2008
January 25, 2010	Semi-Annual Ground Water Monitoring and Full-Scale Source Area Remedial Action Report, July 10, 2009
March 27, 2015	2014 Additional Assessment Report, February 11, 2015
	Additional Groundwater Assessment and Semi-Annual Groundwater Monitoring Report, August 14, 2015
April 11, 2017	Additional Groundwater Assessment and Semi-Annual Groundwater Monitoring Report, December 29, 2016

**Various Monitoring Progress Reports have been submitted since the early 2000's; however, are not listed here.*